ings of a city council all provisions of the charter must be strictly obeyed. (1 Dill. Mun. Corp. § 263, *Rex* v. *May*, 5 Burrows, 2682, and many others.) The meeting is "called" by the leaving of the notice. "It is not as if the statute said the mayor may call a meeting by determining that one shall be held and afterwards shall give reasonable notice of the call by leaving a notification at the residence of each member. Under the statute a meeting may be 'called' by doing a certain thing, and there is no authority in anybody to 'call' it otherwise." The mental act of the mayor in determining that a meeting is necessary is not the "calling" of that meeting. If it was, and the clause in the charter merely required reasonable notice to the members of such intention, the "validity of the most important transactions of cities will be left to the uncertainty and doubt arising from oral testimony in regard to the methods * * * which a mayor at any time chooses to adopt in calling a special meeting."

Name—Middle Initial a Part of.—German National Bank v. *National State Bank*, 31 Pacific Reporter 122 (Colorado).—In this case it is directly decided that the middle initial is a part of a man's name, it being held that a garnishee is unaffected by a notice served on him in which the middle initial of the person named is different from that of a person to whom he is indebted—he having no knowledge that his debtor and the person named in the notice are the same. The language of the court is as follows: "The wide extension and rapid increase of population, the great and unprecedented growth of commercial transactions have compelled the use of different forms, and the adoption of different methods to distinguish individuals. The middle name, or the middle letter, is as much a part of a man's name in this part of the present century as either his Christian or his surname."

Refusal to accept Railroad Ticket.— Chicago & E. I. R. Co. v. *Conley*, 32 N. E. Rep. 96 (Ind.). A man bought a round-trip ticket between Newport and Terre Haute, Indiana. On reaching Terre Haute he accidentally wet the return ticket and the color came out. On making the return trip some days later he tendered this ticket which was the same as when he bought it except for its color. The conductor refused to take it and endeavored to put him out for not paying his fare, without allowing him to make any explanations. He paid the fare under protest and now recovers not only that but damages for the humiliation. Whenever it appears that a man is endeavoring to ride

on a train on an injured ticket the conductor is bound to hear his explanation.

Riparian Rights.— New York Cent. & H. R. R. Co. v. *Aldridge*, 32 N. E. Rep. 50 (N. Y.). The Hudson R. R. Co. received by grant in its charter, the power to lay out a railroad on the east bank of the Hudson river and the land selected for this purpose was appraised and conveyed to the company. The question was, whether a railroad company owning a right of way along a river-bank was an owner of the "adjacent uplands" in such a sense as to make it, by statute, a riparian proprietor. Other questions of interpretation of charter arose and were considered in the same opinion. The New York Court of Appeals sustained the decision of the Supreme Court by holding that the railroad company was not the riparian proprietor, but he through whose hands the right of way had been granted. The reason was, that grants of land under water had been made to those owning the adjacent uplands, in order to increase the commerce of the State, as by building docks, etc. The court said that this reason would fail in the case of a railroad company authorized to do railroad business only, because, so limited by charter, it could not increase the commerce of the State in the way intended. Also "the limitation placed by the statute upon the use of this strip of land by the railroad company, precludes the ordinary consequences from attaching to a conveyance in fee of land."